

SERVICES AGREEMENT
BY AND BETWEEN
THE TEXAS DIVISION OF EMERGENCY MANAGEMENT
AND ITERON SYSTEMS
C2020-1848

This Services Agreement ("**Agreement**") is entered into and made effective as of August 17, 2020 (the "**Effective Date**"), by and between The Texas Division of Emergency Management, a member of The Texas A&M University System ("**A&M System**"), an agency of the state of Texas (hereinafter referred to as "**TDEM**"), and Iteron Systems, (hereinafter referred to as "**PROVIDER**"). TDEM and PROVIDER are sometimes hereinafter referred to as "**Party**" individually or "**Parties**" collectively.

WHEREAS, PROVIDER has established licensed clinical laboratories to test for the coronavirus disease 2019 ("**COVID-19**") caused by the severe acute respiratory syndrome coronavirus 2 ("**SARS-CoV-2**");

WHEREAS, TDEM is charged with carrying out a comprehensive all-hazard emergency management program for the state of Texas and assisting cities, counties, and state agencies in planning and implementing their emergency management programs;

WHEREAS, on March 11, 2020, the World Health Organization announced that the outbreak of COVID-19 can be characterized as a pandemic; on March 13, 2020, the president of the United States declared a national emergency and the governor of the State of Texas declared a state of disaster in Texas; and on March 25, 2020, the president of the United States issued a Major Disaster Declaration for the State of Texas (the "**COVID-19 Pandemic**");

WHEREAS, in light of the COVID-19 Pandemic, TDEM desires to utilize PROVIDER's services to provide COVID-19 testing to Texas residents (the "**Patients**"); and

WHEREAS, the activities contemplated under this Agreement are of mutual interest and benefit to the Parties.

NOW THEREFORE, in consideration of the mutual covenants and premises contained in this Agreement, the receipt and sufficiency of which is acknowledged, TDEM and PROVIDER hereby agree as follows:

1. **SCOPE OF WORK**

Consistent with the provisions of this Agreement, PROVIDER shall provide the services detailed on Exhibit A attached hereto (the "**Services**").

2. **TERM**

This Agreement shall begin on the Effective Date and continue through August 31, 2021 (the "**Initial Term**"), unless sooner terminated in accordance with Section 4 hereof. Upon mutual written agreement of the Parties, the Initial Term may be renewed for additional

one (1) year terms (each, a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”), provided that in no event shall the Term exceed five (5) years.

3. **PAYMENT TERMS**

- A. For the Services rendered under this Agreement, TDEM shall pay PROVIDER a firm-fixed-price of \$170 per PCR test & \$170 per Antibody test (as defined on Exhibit A hereto). This amount shall be inclusive of all necessary expenses for the provision of all Services under this Agreement, including but not limited to, the supply of the kits, laboratory services, and reporting of Lab Results (as defined on Exhibit A hereto). Please see the attached Iteron Systems COVID-19 Testing Fees document.
- B. **Competitive Pricing.** The prices, terms, and conditions under this Agreement must be equal to or better than those offered to any other customer of PROVIDER. To the extent PROVIDER is not in compliance with this Section 3B, PROVIDER must refund TDEM the difference between the pricing under this Agreement and the lower, competitive price in violation of this Section 3B. Within thirty (30) days of TDEM’s determination that PROVIDER is not in compliance, PROVIDER agrees that it will (i) provide TDEM with the more favorable prices, terms, and conditions, (ii) amend this Agreement to reflect the change in pricing, and (iii) and issue any required refund.
- C. PROVIDER will invoice TDEM for the Services actually rendered by PROVIDER each month; provided that, PROVIDER will only bill TDEM (i) the full cost of the Kits for which Lab Results were reported to the Patients within 72 hours of the specimens’ arrival at PROVIDER’s laboratory; (ii) 50% of the cost of the Kits for which Lab Results were reported to the Patients between 72-96 hours of the specimens’ arrival at PROVIDER’s laboratory; and (iii) \$0 for the Kits for which Lab Results were reported to the Patients more than 96 hours after the specimens’ arrival at PROVIDER’s laboratory.
- D. Payment will be made to PROVIDER upon approval of such invoice by TDEM. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.
- E. All payments shall be made by electronic direct deposit. PROVIDER is required to complete and submit to TDEM a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:
<https://fmo.tamu.edu/media/395081/substitute-w9-2019.pdf>
- F. All invoices must include detail regarding the Services actually rendered by PROVIDER in that month.

4. **DEFAULT AND TERMINATION**

- A. In the event of a substantial failure by either Party to perform in accordance with the terms hereof, the non-defaulting Party may terminate this Agreement upon fifteen (15) days' written notice setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the non-defaulting Party.
- B. Either Party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other Party.
- C. In the event PROVIDER is utilizing a COVID-19 test authorized by the U.S. Food and Drug Administration ("FDA") pursuant to an Emergency Use Authorization ("EUA"), PROVIDER shall promptly submit written notice to TDEM if the EUA is terminated or revoked sooner under Section 564(g) of the Federal Food, Drug, and Cosmetic Act (an "EUA Termination"). In the event of an EUA Termination, TDEM may terminate this Agreement immediately without liability or penalty.
- D. TDEM has the right to immediately terminate this Agreement, without penalty, in the event of (i) PROVIDER's gross negligence, willful misconduct, or sanction by the Centers for Medicare and Medicaid Services ("CMS"), the Office of the Inspector General or another governmental entity, (ii) PROVIDER's violation of any Applicable Law (as defined below), or (iii) a filing by or against PROVIDER of a petition in bankruptcy or in equity for receivership or for reorganization under the *United States Bankruptcy Code*, as now or hereafter amended, which filing is not withdrawn or vacated within thirty (30) days.
- E. Upon the expiration or termination of this Agreement for any reason, (i) TDEM shall pay PROVIDER any fees for Services rendered through the effective date of the expiration or termination, and (ii) PROVIDER shall process and communicate Lab Results to Patients for any and all return shipments of Kits received through the effective date of the expiration or termination.

5. **CONFIDENTIALITY**

Each Party recognizes and acknowledges that, by virtue of entering into this Agreement and performing their respective obligations hereunder, each Party may have access to certain information of the other Party that is confidential and constitutes proprietary, valuable, special, and unique property of the other Party. To the extent allowed by the laws and Constitution of the State of Texas without regard to its conflicts of law statutes or principles, the Parties agree that they shall not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the express prior written consent of the other Party whose confidential information is so disclosed or used, except pursuant to the performance of such Party's duties hereunder, any confidential or proprietary information of the other Party, including, but not limited to, information which concerns patients and costs which is not otherwise available to the public. Any information owned by either Party shall remain the property of the disclosing Party.

6. **PUBLIC INFORMATION**

- A. PROVIDER acknowledges that TDEM is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- B. Upon TDEM's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TDEM.
- C. PROVIDER acknowledges that TDEM may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
- D. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement, and PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

7. **DISPUTE RESOLUTION**

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TDEM and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Chief of TDEM, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

8. **INSURANCE**

PROVIDER's insurance requirements are detailed in Exhibit B attached hereto.

9. **HIPAA COMPLIANCE**

- A. Each Party hereto will comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement, including but not limited to the Healthcare Laws (as defined below) (collectively, "Applicable Law").
- B. Under this Agreement, PROVIDER may create, or have access to, records or record systems that contain data protected or made confidential or sensitive by applicable federal, state, and local laws, rules, and regulations (collectively, "Patient Records"). PROVIDER will comply with all applicable federal, state, and local laws, rules, and regulations relating to the maintenance, uses, and disclosures of such Patient Records ("Healthcare Laws"), including but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder and Subtitle D of the Health Information Technology for

Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder. PROVIDER agrees to enter into any necessary Business Associate Agreements with appropriate entities for the provision of the Services or sharing of Patient Records under this Agreement. At the request of TDEM, PROVIDER may provide TDEM with de-identified components of Patient Records, provided that such sharing is conducted in accordance with all applicable Healthcare Laws.

- C. PROVIDER will maintain security policies, protocols, and procedures that are consistent with industry standards for similar businesses. In the event of an access to Patient Records, or use or disclosure of Patient Records, that is or would be impermissible under any Applicable Law related to the privacy and security of the Patient Records, PROVIDER shall be responsible for responding to the incident as required by any Applicable Law related to the privacy and security of the Patient Records (including, but not limited to, any application data breach notification laws) and for providing all notifications that are or would be required under any such Applicable Law. In addition to the foregoing, in the event of an impermissible access, use, or disclosure of Patient Records, PROVIDER shall provide TDEM with notice of the incident within five (5) days of discovery, and TDEM shall have the right to terminate this Agreement immediately without liability or penalty.

10. **REGULATORY COMPLIANCE**

- A. PROVIDER represents and warrants that its laboratories are, and shall remain, duly licensed clinical laboratories under applicable federal, state, and municipal law. Failure to maintain accreditation may result in immediate termination of this Agreement. PROVIDER shall obtain and maintain all licenses, permits, and certifications required by applicable state and federal government authorities for the provision of the Services hereunder including, but not limited to, the Clinical Laboratory Improvement Act of 1998 ("CLIA"). Upon request, PROVIDER shall provide TDEM with proof that PROVIDER is approved by CMS to provide laboratory services and is licensed or registered in its state(s) of operation. PROVIDER will perform all tests in compliance with any standard, ruling, or regulation of The Joint Commission, the U.S. Department of Health and Human Services, CLIA, or any other governmental agency responsible for administering, regulating, or accrediting healthcare facilities or professionals.
- B. PROVIDER will maintain records in such form and for such duration as may be required by Applicable Laws, and to make available to the Department of Health and Human Services, the U.S. Comptroller General and their designees upon reasonable request and in a reasonable manner its books, documents, and records relating to its provision of the Services hereunder as may be required by Applicable Laws.

11. **REPRESENTATIONS AND WARRANTIES**

PROVIDER represents and warrants that all tests supplied hereunder shall be (a) manufactured in accordance with Applicable Law and (b) free from defects under normal use and that all work under this Agreement will comply with all Applicable Laws.

12. **INDEMNIFICATION**

PROVIDER shall indemnify the A&M System and TDEM, and their regents, employees, students, and agents for claims arising from (i) PROVIDER's breach of this Agreement, (ii) the performance of the Services under this Agreement, (iii) actual or alleged billing errors, false claims, or insurance fraud relating to claims made by PROVIDER for any Services, or (iv) the negligent or intentional acts or omissions of PROVIDER or its employees, contractors or agents.

13. **MISCELLANEOUS**

- A. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of TDEM. TDEM will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status.
- B. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- C. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- D. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits TDEM from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

- E. **Not Eligible for Rehire.** PROVIDER is responsible to ensure that employees participating in work for TDEM have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.
- F. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- G. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "**Auditor**"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- H. **Entire Agreement.** This Agreement constitutes the sole agreement of the Parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both Parties.
- I. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such a manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- J. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- K. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TDEM.
- L. **HUB Subcontracting Plan.** If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, the PROVIDER will be required to make a good faith effort and complete the state of Texas HSP that will be provided by contacting Mary Williams at me-williams@tamu.edu or (979) 458-7434. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the PROVIDER will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the PROVIDER will be expected to make a good faith effort according to the HSP instructions.

- M. In the event that you determine you will be using a subcontractor, please contact Mary Williams for assistance in determining available HUB subcontractors and proper completion of the HSP.
- N. **Force Majeure.** Neither Party will be in breach of its obligations under this Agreement (other than payment obligations for Services received up to Force Majeure event) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. “**Force Majeure**” is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party’s failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a Party’s financial inability to perform its obligations shall in no event constitute a Force Majeure. For the avoidance of doubt, COVID-19 and any governmental changes or closures related thereto shall be deemed Force Majeure events under this Section, even to the extent reasonably foreseeable by either Party as of the Effective Date.
- O. **Loss of Funding.** Performance by TDEM under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “**Legislature**”). If the Legislature fails to appropriate or allot the necessary funds, TDEM will issue written notice to PROVIDER, and TDEM may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of TDEM.
- P. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction,

shall be governed and determined by the Constitution and the laws of the State of Texas.

- Q. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TDEM shall be in the county in which the primary office of the chief executive officer of TDEM is located, which is Travis County, Texas.
- R. **Non-Waiver.** PROVIDER expressly acknowledges that TDEM is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TDEM of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- S. **Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- T. **Prohibited Bids and Agreements.** A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The *Texas Government Code* requires the following statement: "Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
- U. **Access by Individuals with Disabilities.** PROVIDER represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to TDEM under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*). To the extent PROVIDER becomes aware that the EIRs, or any portion thereof, do not comply then PROVIDER represents and warrants that it will, at no cost to TDEM, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.
- V. **Copyrights & Patents.** PROVIDER shall not provide to TDEM any materials or services that infringe any intellectual property, privacy, or other right of any party. If PROVIDER becomes aware of any possible infringement claims, PROVIDER shall immediately notify TDEM in writing. As to any judicial, administrative, or other action, suit, claim, investigation, or proceeding (each a "Proceeding") alleging that any such material or service infringes any intellectual property, privacy, or other right, PROVIDER shall indemnify and defend A&M System and TDEM, and their regents, officers, employees, representatives, agents, and students

those Indemnitees against all: (a) amounts awarded in, or paid in settlement of, that Proceeding, including any interest, and (b) out-of-pocket expenses incurred in defending that Proceeding or in any related investigation or negotiation, including court costs, witness fees, and attorneys' and other professionals' fees and disbursements arising out of that Proceeding.

- W. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that *Texas Government Code*, Chapter 2271 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- X. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
- Y. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, *Texas Government Code*, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- Z. **Right of Review and Records Retention.**
 - a. PROVIDER will preserve all contracting information, as defined under *Texas Government Code*, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven (7) years after the conclusion of the Agreement. PROVIDER also agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than seven (7) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case PROVIDER agrees to maintain the same until TDEM, the applicable federal administrator, the Comptroller General of the United States or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims or other such questions.
 - b. PROVIDER and its subcontractors, if any, shall properly, accurately and completely maintain all books, documents, papers and records of PROVIDER's that are directly pertinent to this Agreement and shall make such materials available to TDEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives at their respective offices, at all reasonable times and as often as the aforementioned may deem necessary during the Term of this Agreement, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection,

examination, and making excerpts or copies of same by TDEM and any of its authorized representatives.

- c. PROVIDER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - d. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION, AND THE REQUIREMENT TO COOPERATE.**
 - e. PROVIDER will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to, those identified in Exhibit C hereto, governing audit requirements pertaining to work performed under this Agreement.
 - f. PROVIDER shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to TDEM the Texas State Auditor's Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Agreement and all state and federal rules, regulations, and statutes including, but not limited to, the applicable laws and regulations provided in Exhibit C hereto.
 - g. PROVIDER acknowledges and agrees that TDEM shall have access to any and all such documents at any and all times, as deemed necessary by TDEM, during said retention period. Additionally, PROVIDER agrees to provide TDEM, any FEMA or other federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any book, documents, papers, and records of PROVIDER which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. TDEM and PROVIDER acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. TDEM may, at its election, require PROVIDER to return the documents to TDEM at PROVIDER's expense prior to or at the conclusion of the retention period. In such event, PROVIDER may retain a copy of the documents.
- AA. **Representations and Warranties.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.

- BB. Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. TDEM and PROVIDER can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TDEM: Texas Division of Emergency Management
1033 La Posada Dr.
Austin, TX 78752
Attention: Quenya Evans
Phone: (512)424-2288
E-mail: Quenya.Evans@tdem.texas.gov

With a copy to: Texas A&M Engineering Experiment Station
Fiscal Office - Procurement and Contracting
7607 Eastmark Drive
College Station, TX 77840
Attention: Mary Williams
Phone: (979) 458-7463
Fax: (979) 458-7464
Email: me-williams@tamu.edu

PROVIDER: ITERON SYSTEMS LLC:
7804 Scott Street

Houston, TX 77051
US
Phone: (281) 656-6915
Email: LBarnes@lteronsystems.com

- CC. E-Verify.** By entering into this Agreement, PROVIDER certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the PROVIDER to perform scope of work pursuant to the Agreement.
- DD. DHS or Other Federal Seals, Logos, and Flags.** PROVIDER shall not use the DHS or other federal seal(s), logos, crests or reproductions of flags or likenesses of DHS or other federal agency officials without specific FEMA or applicable federal agency pre-approval.

- EE. **Compliance with Federal Law, Regulations, and Executive Orders.** PROVIDER acknowledges that federal financial assistance funds will be used to fund the Agreement. PROVIDER will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.
- FF. **Clean Air Act.** The following is only applicable if the amount of the contract exceeds \$150,000.
- a. PROVIDER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. PROVIDER agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. PROVIDER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or other Federal funds.
- GG. **Federal Water Pollution Control Act.**
- a. PROVIDER agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. PROVIDER agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. PROVIDER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or other Federal funds.
- HH. **Suspension and Debarment.**
- a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. PROVIDER certifies that PROVIDER, PROVIDER's principals (defined at 2C.F.R. Sec. 180.995), or its affiliates (defined at 2 C.F.R. Sec. 180.905) are not excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).
 - b. PROVIDER must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by TDEM. If it is later determined that PROVIDER did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

- d. PROVIDER agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000 during the term of this Agreement. PROVIDER further agrees to include a provision requiring such compliance in its lower tier covered transactions.

II. **Byrd Anti-Lobbying Amendment, 31 U.S.C. Sec. 1352 (as amended).** PROVIDER shall file the required certification attached hereto as Exhibit E. Each contracting tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Sec. 1352. Each contracting tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

JJ. **Procurement of Recovered Materials.**

- a. In the performance of this Agreement, PROVIDER shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired – (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

KK. **Civil Rights.**

- a. PROVIDER agrees to comply with state and federal anti-discrimination laws, including:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the *Texas Administrative Code*, to the extent applicable to this Agreement.

PROVIDER agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the

grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. PROVIDER agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. PROVIDER agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- c. In particular, PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. PROVIDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- d. PROVIDER will, in all solicitations or advertisements for employees placed by or on behalf of PROVIDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- e. PROVIDER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f. PROVIDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- g. PROVIDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - h. In the event of PROVIDER's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - i. PROVIDER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. PROVIDER will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- LL. **Energy Conservation.** If applicable, PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- MM. **Federal Assurances.** PROVIDER further certifies that the Federal Assurances set forth in Exhibit D of this Agreement, which is attached and incorporated by reference, have been reviewed and that PROVIDER is in compliance with each of the requirements reflected therein.
- NN. **Federal Certifications.** PROVIDER certifies that it is in compliance with all applicable federal laws, rules, or regulations, including but not limited to those listed in Exhibit C as they may pertain to this Agreement.
- OO. **Compliance with Contract Work Hours and Safety Standards Act.**
 - a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of

laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

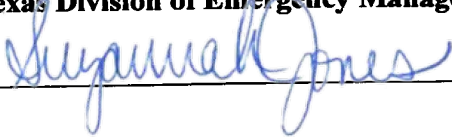
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for unpaid wages and liquidated damages. PROVIDER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

PP. **Fraud and False or Fraudulent or Related Acts.** PROVIDER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

The Texas Division of Emergency Management

By 

9-23-20

Date

PROVIDER

By /president

8-21-2020

Date

EXHIBIT A – SCOPE OF WORK

- A. Type of Test: The PCR or Antibody Test (the “COVID-19 Test”), which has been authorized by the FDA under an EUA, is a real-time reverse transcription polymerase chain reaction (rRT-PCR) test for the detection of nucleic acid from SARS-CoV-2 by collecting clinical specimens using Mouth-Saliva, Nasal or Blood Draw from individuals suspected of COVID-19 in consultation with a healthcare provider. The EUA for the COVID-19 Test is only authorized for the duration of the declaration that circumstances exist justifying the authorization of the emergency use of in vitro diagnostics for detection and/or diagnosis of COVID-19 under Section 564(b)(2) of the Federal Food, Drug, and Cosmetic Act (the “Act”) or the EUA is terminated or revoked sooner under Section 564(g) of the Act.
- B. Testing Program to Include:
- (1) Establish and manage test sites and provide personnel and all logistical support items and services to collect and process the tests
 - a. Site locations, dates and times will be scheduled in coordination with the TDEM Point of Contact and with the local designated representatives
 - b. No registered sex offenders will be allowed to work a State of Texas test site
 - c. Meetings and conference calls with all stakeholders may be part of the requirement in establishing sites
 - (2) Provide COVID-19 Polymerase Chain Reaction (PCR) testing using defined criteria and approved testing methodologies; only FDA/EUA approved testing kits shall be used
 - (3) Provide transportation of tests collected to a CLIA certified laboratory for test resulting
 - (4) Test results must be provided within 48 hours of testing but no later than 72 hours. The 48 hours begins at the end of day (11:59 pm) of the day the test was collected. There will be a financial penalty for late test results.
 - a. tests results provided between 72-96 hours shall be billed at a 50% price reduction
 - b. tests results are after 96 hours, shall be provided at no cost
 - c. Weather and other non-controllable delays will be taken into consideration for the 48-hour time-frame.
 - (5) Provide test results to patients and counsel persons testing positive;
 - a. Counseling to patients testing positive will be conducted by a medical professional if required under Texas statute, rule or policy.

- (6) Collect data and submit required reporting through Texas State Electronic Lab Reporting System
- (7) Manage billing for public and private health insurance; and bill TDEM for any tests that were not covered by public or private health insurance (including Medicare and Medicaid)
- C. Laboratory Services and Lab Results: PROVIDER will promptly process the test kits upon receipt of the specimens and provide the laboratory results ("Lab Results") to each Patient within 48 hours from the time the specimen is delivered at the laboratory. PROVIDER shall correct any error in the Lab Results within 24 hours of discovering such error.
- D. Reporting: PROVIDER will report test results to local and state public health authorities as required by law. At a minimum, all lab results must be delivered to the Texas Disease Surveillance System (NEDSS) within 24 hours of resulting via standardized HL7 v.2.5.1 compliant transactional electronic laboratory reports (ELR).

ELR must be sent via a qualified Health Information Exchange in the State of Texas. The ELR must also be in conformance with the Texas standard for ELR submissions to the NEDSS which can be found at <https://michiganhealthit.org/public-health/mdss/>

PROVIDER will provide access to a portal to the TDEM POC and the TDEM regional POC for daily counts of tests collected at each site with access to non-PHI data.

The State reserves the right to audit documentation or processes and/or inspect test sites and labs during the period of this agreement.

The PROVIDER will have an orientation briefing with TDEM before being allowed to conduct their first test site.

EXHIBIT B – INSURANCE

PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code* and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TDEM. By requiring such minimum insurance, TDEM shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure

to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to TDEM at least ten days before the effective date of the cancellation.

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker's Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

D. Professional Liability (Errors & Omissions)

Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of PROVIDER and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, PROVIDER agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this Agreement.

- E. **Umbrella Liability Insurance**
F. **Cyber Liability Coverage**

\$5,000,000 Limit
\$1,000,000 Limit

G. PROVIDER will deliver to TDEM:

The required commercial general liability policy will be issued on a form that insures PROVIDER'S or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any Services by PROVIDER under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System, and The Texas Division of Emergency Management as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System, and The Texas Division of Emergency Management. No policy will be canceled without unconditional written notice to TDEM at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to TDEM ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Exhibit.

Any deductible or self-insured retention must be declared to and approved by TDEM prior to the performance of any Services by PROVIDER under this Agreement. PROVIDER is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to the following TDEM contact at: Texas A&M Engineering Experiment Station

Fiscal Office - Procurement and Contracting
7607 Eastmark Drive
College Station, TX 77840
Attention: Mary Williams
Phone: (979) 458-7463
Fax: (979) 458-7464
Email: me-williams@tamu.edu

The insurance coverage required by this Agreement will be kept in force until all Services have been fully performed and accepted by TDEM in writing, except as may be noted.

EXHIBIT C – NONEXCLUSIVE LIST OF LAWS, RULES, AND REGULATIONS

If applicable to this Agreement or any Services thereunder, PROVIDER must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of this Agreement, and PROVIDER acknowledges that this list may not include all such applicable laws, rules, and regulations.

PROVIDER is deemed to have read and understands the requirements of each of the following, as amended and if applicable to any Services under this Agreement:

Generally

The Acts and Regulations specified in this Agreement.

Guidance Documents: All applicable State and Federal funding program, policy, guides, handbooks, including but not limited to, FEMA Public Assistance Program and Policy Guide (FP 104-009-2 / April 2017); FEMA Public Assistance Guides; FEMA Public Assistance Applicant Handbooks; FEMA PDAT Field Manual for Public Assistance Grantee and Subgrantee Procurement Requirements; FEMA PDAT Field Manual for Procurement Requirements Supplement; FEMA PDAT Required Contract Clauses (2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II); FEMA PDAT Cost and Pricing Guide; Texas Emergency Management Executive Guide – FY 2019 Edition; and other applicable TDEM issued guidance documents.

Federal Authorities

Public Law 93-288, as amended (Stafford Act)

Disaster Mitigation Act of 2000

FEMA Regulations, 44 CFR, Emergency Management and Assistance, 44 CFR Parts 204, Fire Management Assistance Grant Program, - 206 Federal Disaster Assistance & 207 Management Costs

Executive Order 11988, Floodplain Management

Executive Order 11990, Protection of Wetlands

Executive Order 12372, Intergovernmental Review of Programs and Activities

Executive Order 12549, Debarment and Suspension

Executive Order 12612, Federalism

Executive Order 12699, Seismic Design

Executive Order 12898, Environmental Justice

Executive Order 13278, Equal Protection of the Laws for Faith-Based and Community Organizations

Executive Order 11246 – Equal Employment Opportunity

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 – 1688)

Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201 *et seq.*)
Coastal Barrier Resources Act, Public Law 97-348
Single Audit Act, Public Law 98-502
Cash Management Improvement Act Regulations (31 C.F.R. Part 205)
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Sandy Recovery Improvement Act publications
National Historic Preservation Act, 16 U.S.C. § 470
Endangered Species Act References, 16 U.S.C. § 1531
National Environmental Policy Act of 1969, (42 U.S.C. §§ 4321-4347)
Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508)
Coastal Zone Management Act of 1972, (16 U.S.C. 1451 *et seq.*)
FEMA program publications, guidance and policies
FEMA-State Agreements
DHS Standard Terms and Conditions 2017
Grant Terms and Conditions – FEMA-4485-DR-TX, including all required assurances and certifications and additional grant conditions

State Authorities

Texas Disaster Act of 1975, as amended
Executive Orders of the Governor
Uniform Grant and Contract Management Act (*Texas Government Code*, Chapter 783) and the Uniform Grant Management Standards maintained by the Comptroller of Public Accounts, including the Texas Single Audit Circular
State of Texas Administrative Plan for Public Assistance
Addendum to the State of Texas Administrative Plan for Public Assistance for DR-4485-TX Texas Covid-19 Pandemic

EXHIBIT D – FEDERAL ASSURANCES – NON-CONSTRUCTION PROGRAMS

See Standard Form 424B

As the duly authorized representative of Provider, I certify that Provider:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Agreement, if applicable.
2. Will give the Department of Homeland Security, other appropriate federal agencies, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Agreement and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the and Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against

natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Agreement. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders.

19. Will comply with the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251 et seq.) related to regulating pollutant discharges into waters of the United States.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or sub-awards, under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DATE

TITLE

INTERON SYSTEMS, LLC
PROVIDER ORGANIZATION NAME

EXHIBIT E – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned PROVIDER, Iteron Systems, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The PROVIDER, Iteron Systems, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, PROVIDER understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: Luckett+Johnson, Inc.
Signature: [Handwritten Signature]
Title: President
Date: 8-21-2020

PROVIDER must initial by each Exhibit, acknowledging PROVIDER has received them, understand them, and agrees to abide by them.

3
3
3

Nonexclusive List of Laws, Rules and Regulations, hereinafter referred to as
"Exhibit C"

Federal Assurances – Non-Construction Programs, hereinafter referred to as
"Exhibit D"

Federal Certification Regarding Lobbying, hereinafter referred to as "Exhibit E"

POLICYHOLDER NOTICE - TEXAS

Date: 11/12/19

Policy Number: 72 SBM BC1816

Renewal Date: 01/25/20

Your Hartford Agent: HCP NATIONAL INS SERVICES INC/PHS

(866) 467-8730



ITERON SYSTEMS, LLC

7804 SCOTT ST
HOUSTON

TX 77051

Dear Valued Hartford Insured,

Your current policy provided by The Hartford will expire shortly. The purpose of this notice is to advise you that The Hartford would like the opportunity to provide you with a policy for the upcoming policy term and to advise you of certain changes to your policy as indicated below.

Coverage Changes (if applicable)

As noted above, we want to provide you with coverage for the upcoming policy term and this notice is our offer to do so. Your policy for the upcoming term will include certain reductions or additional restrictions in coverage, as indicated by an (x) below. Texas requires a notice of nonrenewal as a result of the indicated change(s), and this is our notice to you in compliance with the applicable law.

☐ Increase in Deductible to:

☐ Reduction in Limits to:

☒ Reductions in Coverage: SEE SS 90 03 03 17 - IMPORTANT NOTICE TO
POLICYHOLDERS- UNMANNED AIRCRAFT - LIABILITY ENDORSEMENT

☐ Other Changes or Restrictions in Coverage:

The coverage change is due to the following indicated reason(s):

- ☐ Your exposures, loss experience, or other risk characteristics indicate a need for the change.
☒ A change in our rules, forms or underwriting guidelines for your type of policy.

Further information regarding the reason for the coverage change(s) is available from the company or your agent or broker. You may receive other notices of coverage changes for the upcoming policy term under separate cover. Those other changes will apply in addition to the changes described above.

This is not a bill. You will receive a separate bill for all or part of the premium due for your renewal policy. If you do not pay the amount shown by the due date as stated in the bill, your insurance coverage will expire or be cancelled for non-payment of premium.

If you have any questions about your policy or about your overall insurance needs, please contact your Hartford agent or broker. We look forward to continuing our relationship and fulfilling your insurance needs.

*2000272BC18160121 02289

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

ITERON SYSTEMS, LLC
HOUSTON, TX United States

Certificate Number:
2020-657038

Date Filed:
08/13/2020

Date Acknowledged:
08/28/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TEXAS A&M UNIVERSITY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TDEM-RFP-2275
COVID-19 TESTING

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Iteron Systems COVID-19 Testing Fees

Highway District Number	Counties	On-Site Testing Designated Facility Price Per Test	Mobile Drive Thru Testing Price Per Test	Walk-up Testing Public Facility Price Per Test	Additional Cost per Day for On-Site Testing Designated Facility	Additional Cost per Day for Mobile Drive Thru Testing	Additional Cost per Day for Walk-Up Facility Testing
District 01	Delta, Fannin, Franklin, Grayson, Hopkins, Hunt, Lamar, Rains, Red River						
District 02	Erath, Hood, Jack, Johnson, Palo Pinto, Parker, Somervell, Tarrant, Wise						
District 03	Archer, Baylor, Clay, Cooke, Montague, Throckmorton, Wichita, Wilbarger, Young						
District 04	Armstrong, Carson, Dallam, Deaf Smith, Gray, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Potter, Randall, Roberts,						
District 05	Bailey, Castro, Cochran, Crosby, Dawson, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Parmer, Swisher, Terry, Yoakum						
District 06	Andrews, Crane, Ector, Loving, Martin, Midland, Pecos, Reeves, Terrell, Upton, Ward, Winkler						
District 07	Coke, Concho, Crockett, Edwards, Glasscock, Irion, Kimble, Menard, Reagan, Real, Runnels, Schleicher, Sterling, Sutton, Tom Green						

Iteron Systems COVID-19 Testing Fees

Highway District Number	Counties	On-Site Testing Designated Facility Price Per Test	Mobile Drive Thru Testing Price Per Test	Walk-up Testing Public Facility Price Per Test	Additional Cost per Day for On-Site Testing Designated Facility	Additional Cost per Day for Mobile Drive Thru Testing	Additional Cost per Day for Walk-Up Facility Testing
District 08	Borden, Callahan, Fisher, Haskell, Howard, Jones, Kent, Mitchell, Nolan, Scurry, Shackelford, Stonewall, Taylor						
District 09	Bell, Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan						
District 10	Anderson, Cherokee, Gregg, Henderson, Rusk, Smith, Van Zandt, Wood						
District 11	Angelina, Houston, Nacogdoches, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity						
District 12	Brazoria, Fort Bend, Galveston, Harris, Montgomery, Waller						
		\$170.00	\$170.00	\$170.00	\$0.00	\$0.00	\$0.00
District 13	Austin, Calhoun, Colorado, De Witt, Fayette, Gonzales, Jackson, Lavaca, Matagorda, Victoria, Wharton						
District 14	Bastrop, Blanco, Burnet, Caldwell, Gillespie, Hays, Lee, Llano, Mason, Travis, Williamson						

Iteron Systems COVID-19 Testing Fees

Highway District Number	Counties	On-Site Testing Designated Facility Price Per Test	Mobile Drive Thru Testing Price Per Test	Walk-up Testing Public Facility Price Per Test	Additional Cost per Day for On-Site Testing Designated Facility	Additional Cost per Day for Mobile Drive Thru Testing	Additional Cost per Day for Walk-Up Facility Testing
District 15	Atacosa, Bandera, Bexar, Comal, Frio, Guadalupe, Kendall, Kerr, McMullen, Medina, Uvalde, Wilson						
District 16	Aransas, Bee, Goliad, Jim Wells, Karnes, Kleberg, Live Oak, Nueces, Refugio, San Patricio						
District 17	Brazos, Burleson, Freestone, Grimes, Leon, Madison, Milam, Robertson, Walker, Washington						
District 18	Collin, Dallas, Denton, Ellis, Kaufman, Navarro, Rockwall						
District 19	Bowie, Camp, Cass, Harrison, Marion, Morris, Panola, Titus, Upshur						
District 20	Chambers, Hardin, Jasper, Jefferson, Liberty, Newton, Orange, Tyler						
District 21	Brooks, Cameron, Hidalgo, Jim Hogg, Kenedy, Starr, Willacy, Zapata						

Iteron Systems COVID-19 Testing Fees

Highway District Number	Counties	On-Site Testing Designated Facility Price Per Test	Mobile Drive Thru Testing Price Per Test	Walk-up Testing Public Facility Price Per Test	Additional Cost per Day for On-Site Testing Designated Facility	Additional Cost per Day for Mobile Drive Thru Testing	Additional Cost per Day for Walk-Up Facility Testing
District 22	Dimmit, Duval, Kinney, La Salle, Maverick, Val Verde, Webb, Zavala						
District 23	Brown, Coleman, Comanche, Eastland, Lampasas, McCulloch, Mills, San Saba, Stephens						
District 24	Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio						
District 25	Briscoe, Childress, Collingsworth, Cottle, Dickens, Donley, Foard, Hall, Hardeman, King, Knox, Motley, Wheeler						

DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Last updated: 8/17/20

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1760677671800	Texas Code Blue 5550 Eastex Fwy, Suite # L Beaumont, TX 77708-5300	October 24, 2016	5 Years

SAM Search Results
List of records matching your search for :

Search Term : Iteron Systems*
Record Status: Active

No Search Results

Iteron System, LLC

7804 Scott St.

Houston, TX 77051

Lee: 281-513-7679

Phon:281-513-7679

Fax: 713-669-9199

Lbarnes@Iteronsystems.com

July 2, 2020

Re:COVID-19 Testing
RFP#TDEM-RFP-2275

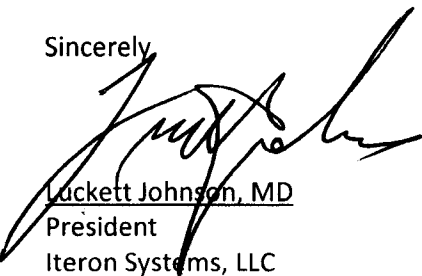
Dear Sir:

Iteron Systems, LLC is a healthcare management and consulting firm. Based in Houston, It provides a broad spectrum of healthcare management, consulting, and advocacy to major healthcare purchasers. We manage over 125 primary care physicians with Platinum Physician Associates. Iteron Systems help to maximize value for the funds expended for the services provided by Platinum Physician Associates.

Iteron Systems focus on addressing the health needs of patient member populations while holding providers accountable for quality and cost efficiencies delivered. Iterons Systems ACO management services can monitor, report, and respond to high-risk patient members, which can prevent serious illness or expensive hospitalizations.

Iteron Systems is able to implement and manage the screening of individuals for Covid-19 disease through our current operational arrangements and through our current contracting arrangement for laboratory testing, DME medical supply chain and the potential for our PCP physician participation in Covid-19 testing.

Sincerely,



Lockett Johnson, MD
President
Iteron Systems, LLC

Table of Contents

1. Introduction letter
2. Blanket Agreement COVID-19 PCR Testing
3. Buyer Attachments-Questions
4. HUB Subcontracting Plan
5. Terms and Condition
6. Texas Highway Districts
7. TDEM Insurance Requirements
8. Scope of Work
9. Pricing



Blanket Agreement COVID-19 PCR Testing

Blanket Agreement for COVID-19 PCR Testing

Open 6/5/2020 5:00 PM CDT
Close 7/3/2020 2:00 PM CDT

Type Request for Proposal
Number TDEM-RFP-2275
Currency US Dollar

Sealed Until 7/3/2020 2:00 PM CDT

Payment Terms 0% 0, Net 30

Contacts

Mary Williams

ME-WILLIAMS@TAMU.EDU

Phone +1 979-458-7434

Commodity Codes

None Added

Description

Request for Proposal

Texas Division of Emergency Management (TDEM) is seeking proposals from qualified providers to establish a Blanket Order (Contract) for COVID-19 PCR TESTING WITH ANTIBODY SCREENING across the state of Texas.

See Attached Scope of Work and Highway District Map for full project information and requirements.

Reference information: As of 06/04/2020 - 1,174,948 COVID-19 tests have been administered.

Notes:

-RESPONSES MUST BE SUBMITTED THROUGH THIS ONLINE PORTAL IN THIS RFP FORMAT.

- There is no guarantee of purchase or quantity of tests to be administered.

- TDEM May elect to award a contract to one or multiple vendors, based on location, site type, or other factors outlined in this RFP.

- Vendors must submit all information as specified and requested in the "Prerequisite" or "Questions" section of this RFP.

- There are three (3) testing methods. They have been separated into 25 groups based on Texas Highway Districts.

- Vendors are encouraged to submit bids for any highway districts and/or location types that they can provide the service for.

- Pricing shall be provided on a "Per Test" basis.

- Test price shall be inclusive of all costs associated with administering the test.

Prerequisites

- ★ 1. ALL RESPONSES MUST BE SUBMITTED THROUGH THIS ONLINE PORTAL.
HUB SUBCONTRACTING:
In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore,
- ★ 2. all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to this RFP
- ★ 3. In addition to the SCOPE OF WORK, all attached terms and conditions shall become a part of this RFP and any resulting Contract.
- ★ 4. Vendor must be compliant with all HIPAA requirements.
- ★ 5. Vendor must be able to provide test results within 48 hours.
- ★ 6. It is preferred that vendor have the ability to bill private and public insurance?
- ★ 7. It is preferred that vendor have COVID-19 Testing Experience.
- ★ 8. Vendor is required to have insurance in accordance with the attached Insurance Requirement Document.
Best Value - In addition to low price, agency will consider best value, which includes the following: *quality, availability, and adaptability of materials, supplies, or equipment required *scope of conditions attached to bid *ability, capacity and skill of bidder *prompt service, goods delivered within time allowed *character, responsibility, reputation, and experience of bidder *quality of performance of previous service *financial stability *ability to provide future maintenance, repair parts, and service
- ★ 9.
- ★ 10. All questions on this RFP must be submitted through this online system.

BUYER ATTACHMENTS

Questions

Required Questions

Group 1:

- 1.1 Did your firm completed and return the required HUB Subcontracting Plan? YES
- 1.2 Is your firm compliant with all HIPAA requirements? YES
- 1.3 Does your firm have the ability to bill private and public insurance? YES
This is preferred but not required.
- 1.4 Does your firm have the ability to provide the test results within 48 hours? YES
- 1.5 Does your firm have COVID-19 testing experience? YES
We have extensive experience screening and testing patient's blood glucose and cholesterol levels.
- 1.6 Does your firm have experience with the State of Texas Lab Reporting System? YES
- 1.7 Does your firm have the required level of insurance as specified? YES
- 1.8 Did your firm completely review and understand the attached scope of work? YES

Bid on Highway District 12

Product Line Items

★ Product Line Items

1 Highway District 01

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 01	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 01				
P2	Mobile Drive Thru Testing- Highway District 01	★	1	EA - Each	1 days after award
	Mobile Drive Thru - Highway District 01				
P3	Walk-up Testing - Public Facility - Highway District 01	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 01				

2 Highway District 02

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 02	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 02				
P2	Mobile Drive Thru Testing- Highway District 02	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 02				
P3	Walk-up Testing - Public Facility - Highway District 02	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 02				

3 Highway District 03

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 03	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 03				
P2	Mobile Drive Thru Testing- Highway District 03	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 03				
P3	Walk-up Testing - Public Facility - Highway District 03	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 03				

4 Highway District 04

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 04	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 04				
P2	Mobile Drive Thru Testing- Highway District 04	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 04				
P3	Walk-up Testing - Public Facility - Highway District 04	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 04				

5 Highway District 05

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 05	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 05				
P2	Mobile Drive Thru Testing- Highway District 05	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 05				
P3	Walk-up Testing - Public Facility - Highway District 05	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 05				

6 Highway District 06

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 06	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 06				
P2	Mobile Drive Thru Testing- Highway District 06	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 06				
P3	Walk-up Testing - Public Facility - Highway District 06	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 06				

7 Highway District 07

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 07	★	1	EA - Each	1 days after award

11 June 2020

	On-Site Testing Designated Facility - Highway District 07				
P2	Mobile Drive Thru Testing- Highway District 07	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 07				
P3	Walk-up Testing - Public Facility - Highway District 07	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 07				

8 Highway District 08

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 08	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 08				
P2	Mobile Drive Thru Testing- Highway District 08	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 08				
P3	Walk-up Testing - Public Facility - Highway District 08	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 08				

9 Highway District 09

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 09	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 09				
P2	Mobile Drive Thru Testing- Highway District 09	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 09				
P3	Walk-up Testing - Public Facility - Highway District 09	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 09				

1 Highway District 10

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 10	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 10				
P2	Mobile Drive Thru Testing- Highway District 10	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 10				
P3	Walk-up Testing - Public Facility - Highway District 10	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 10				

1 Highway District 11

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 11	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 11				
P2	Mobile Drive Thru Testing- Highway District 11	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 11				
P3	Walk-up Testing - Public Facility - Highway District 11	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 11				

1 Highway District 12

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 12	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 12				
P2	Mobile Drive Thru Testing- Highway District 12	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 12				
P3	Walk-up Testing - Public Facility - Highway District 12	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 12				

1 Highway District 13

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 13	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 13				
P2	Mobile Drive Thru Testing- Highway District 13	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 13				
P3	Walk-up Testing - Public Facility - Highway District 13	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 13				

1 Highway District 14

5.4es
in B.2

P3	Walk-up Testing - Public Facility - Highway District 20	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 20				

2 Highway District 21

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 21	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 21				
P2	Mobile Drive Thru Testing- Highway District 21	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 21				
P3	Walk-up Testing - Public Facility - Highway District 21	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 21				

2 Highway District 22

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 22	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 22				
P2	Mobile Drive Thru Testing- Highway District 22	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 22				
P3	Walk-up Testing - Public Facility - Highway District 22	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 22				

2 Highway District 23

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 23	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 23				
P2	Mobile Drive Thru Testing- Highway District 23	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 23				
P3	Walk-up Testing - Public Facility - Highway District 23	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 23				

2 Highway District 24

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 24	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 24				
P2	Mobile Drive Thru Testing- Highway District 24	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 24				
P3	Walk-up Testing - Public Facility - Highway District 24	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 24				

2 Highway District 25

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery
P1	On-Site Testing Designated Facility - Highway District 25	★	1	EA - Each	1 days after award
	On-Site Testing Designated Facility - Highway District 25				
P2	Mobile Drive Thru Testing- Highway District 25	★	1	EA - Each	1 days after award
	Mobile Drive Thru Testing- Highway District 25				
P3	Walk-up Testing - Public Facility - Highway District 25	★	1	EA - Each	1 days after award
	Walk-up Testing - Public Facility - Highway District 25				

Service Line Items

There are no Items added to this event.

★ Service Line Items

HUB SUBCONTRACTING PLAN



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
- ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
- ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
- ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
- ☒ Section 1 - Respondent and Requisition Information
 - ☒ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - ☒ Section 3 - Self Performing Justification
 - ☒ Section 4 - Affirmation

Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Texas Division of Emergency Management HUB Goals:

- 21.1 % for all building construction, including general contractors and operative builders' contracts,
- 32.9 % for all special trade construction contracts,
- 23.7 % for professional services contracts,
- 26.0 % for all other services contracts, and
- 21.1 % for commodities contracts

HUB Subcontracting Opportunities Identified:

1. Personal Protection Equipment (PPE-masks, gloves, gowns, shields etc.)
2. Equipment Rental for Mobile Sites (tents, chairs, desk, portable restroom)

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: ITERON SYSTEMS, LLC

State of Texas VID #: 1461483008200

Point of Contact: LEE BARNES

Phone #: 281-513-7679

E-mail Address: LBARNES@ITERONSYSTEMS.COM

Fax #: 713-669-9254

b. Is your company a State of Texas certified HUB? ☒ - Yes ☐ - No

c. Requisition #: TDEM-RFP-2275

Bid Open Date: 7-5-2020

(mm/dd/yyyy)

Enter your company's name here: ITERON SYSTEMS, LLCRequisition #: TDEM-RFP-2275**SECTION 2 RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)

☒ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____

Requisition #: _____

SECTION 2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: ITERON SYSTEMS, LLCRequisition #: TDEM-RFP-2275

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

ITERON SYSTEMS, LLC IS A CERTIFIED HUB, CERTIFICATE #1461483008200, VINDOR #506156.

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report - PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

LUCKETT JOHNSON

Printed Name

PRESIDENT

Title

7-2-2020

Date

(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: _____

Requisition #: _____

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 2/17

Enter your company's name here: _____ Requisition #: _____

SECTION B-1: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary).

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION		
Company Name:	<u>ITERON SYSTEMS, LLC</u>	State of Texas VID #: <u>506156</u>
Point-of-Contact:	<u>LEE BARNES</u>	Phone #: <u>281-513-7679</u>
E-mail Address:	<u>LBARNES@ITERONSYSTEMS.COM</u>	Fax #: <u>713-669-9254</u>
SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION		
Agency Name:	<u>TEXAS A&M UNIVERSITY</u>	
Point-of-Contact:	<u>MARY WILLIAMS</u>	Phone #: <u>979-458-7434</u>
Requisition #:	<u>TDEM-RFP-2275</u>	Bid Open Date: <u>7-5-2020</u> (mm/dd/yyyy)
SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION		
1. Potential Subcontractor's Bid Response Due Date:		
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,		
we must receive your bid response no later than _____ on _____		
Central Time Date (mm/dd/yyyy)		
<i>In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).</i>		
<i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i>		
2. Subcontracting Opportunity Scope of Work:		
3. Required Qualifications: <input type="checkbox"/> - Not Applicable		
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable		
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable		



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Houston (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/passcmblsearch/index.jsp>. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1461493008200
File/Vendor Number:	506166
Approval Date:	06-DEC-2017
Scheduled Expiration Date:	31-DEC-2020

In accordance with the Memorandum of Agreement between the
City of Houston (COH)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

ITERON SYSTEM LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 07-DEC-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the internet (<https://mycpa.cpa.state.tx.us/passcmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

TERMS AND CONDITION

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE PURCHASE
ANY EXCEPTIONS THERETO MUST BE IN WRITING

The following are the terms and conditions are for Texas A&M Engineering Experiment Station,
Texas A&M Transportation Institute or Texas Division of Emergency Management hereafter referred to as the Agency.

1. VENDOR REQUIREMENTS

- 1.1 Vendors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Vendor guarantees product or service offered will meet or exceed specifications included.
- 1.3 Purchases should be "F.O.B. destination, freight prepaid and allowed". However, if vendor quoted freight otherwise, then face of order should show exact delivery cost and who bears cost if not included in unit price.
- 1.4 Prices are firm for within 90 days of the offer. Cash discounts were not considered in determining the best value. All cash discounts will be taken if earned.
- 1.5 Purchases made for the Agency use are exempt from the State Sales tax and Federal Excise tax. Excise Tax Exemption Certificate will be furnished by the Agency upon request.
- 1.6 The Agency reserves the right to accept or reject all or any part of any offer, waive minor technicalities and issue the purchase order to the vendor that best serves the interests of the State.
- 1.7 Consistent and continued tie offers could cause rejection of offers by the Agency and/or investigation for antitrust violations.

2. SPECIFICATIONS

- 2.1 Any catalogue, brand name or manufacturer's reference used is descriptive only (not restrictive), and is used to indicate type and quality desired. Therefore, offers of brands of like nature and quality were considered unless otherwise specified. Vendor will be required to furnish brand names, numbers, etc., as specified on the purchase order unless noted otherwise at time of offer.
- 2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 The Agency will not be bound by any oral statement or representation contrary to the terms and conditions of this purchase.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated.

3. DELIVERY

- 3.1 Order delivery time as shown on the face of the purchase order reflects the number of days required to place material in receiving agency's designated location under normal conditions. Failure of vendor to state delivery time obligates supplier to complete delivery in 14 calendar days.
- 3.2 If delay is foreseen, supplier shall give written notice to the Agency. The Agency has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the Agency to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting supplier.
- 3.3 No substitutions or cancellation permitted without written approval of the Agency Purchasing Department.
- 3.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the Agency.

4. INSPECTION AND TESTS

All goods will be subject to inspection and test by the Agency to the extent practicable at all times and places. Authorized Agency personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at the Agency's option, be returned to the supplier or held for disposition at supplier's risk and expense. Latent defects may result in revocation of acceptance. All returns should be processed via direct deposit or check returned to the Agency.

5. AWARD OF CONTRACT

A response to an Invitation for Bid is an offer to contract with the Agency based upon the terms, conditions and specifications contained herein. Offers do not become contracts until they are accepted and an authorized purchase order is issued. The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. At execution of this Agreement, such county is Brazos County, Texas. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.

6. PAYMENT

- 6.1 Payment will be made upon submittal and approval of a valid invoice. The Agency shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice. A properly submitted invoice will be in accordance with Texas Administrative Code, Title 34, Part I, Chapter 20, Subchapter D. Payments.

- 6.2 All payments, to the maximum extent practical, shall be made by electronic direct deposit. Vendor is required to complete and submit to the A&M System a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:

<https://fmo.tamu.edu/media/395081/substitute-w9-2019.pdf>

7. PATENTS OR COPYRIGHTS

The supplier agrees to protect the Agency from claims involving infringement of patents or copyrights.

8. SUPPLIER ASSIGNMENTS

Supplier hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

9. VENDOR AFFIRMATION

By accepting this order, the vendor affirms any false statement is a material breach of contract and shall void the submitted quote or any resulting contracts, and the vendor shall be removed from all bid lists. By signature hereon affixed, the vendor hereby certifies that:

- 9.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 9.2 The vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 9.3 Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the vendor certifies that the individual or business entity named in this order is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 9.4 Neither the vendor nor the firm, corporation, partnership or institution represented by the vendor, or anyone acting for such firm, corporation, partnership or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 9.5 The vendor had not received compensation for participation in the preparation of the specifications for order.

- 9.6 The supplier shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of supplier or any agent, employee, subcontractor, or supplier of supplier in the execution or performance of this purchase order.
- 9.7 Vendor hereby agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 9.8 Vendor certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with an executive of a state agency. Vendor represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, this agency or any other state agency, was involved with or has any interest in this bid or any contract resulting from this bid. If vendor employs or has used the services of a former executive head of this agency or other state agency, then Respondent shall provide the following information: relating to contracting with executive head of a State Agency.

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Vendor: _____

Date of Employment with Vendor: _____

- 9.9 Vendor/Contractor agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 9.10 Vendor/Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor/Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor/Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract awards.
- 9.11 By executing this Agreement, vendor and each person signing on behalf of vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- 9.12 To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Vendor/Contractor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 9.13 Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated if this certification is inaccurate.
- 9.14 Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 9.15 PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
- 9.16 PROVIDER is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement.

10. NOTE TO VENDORS

Any terms and conditions attached to a quote will not be considered unless the vendor specifically refers to them in the quote. WARNING: Such terms and conditions may result in disqualification of the quote, (e.g. quotes with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc.)

11. PUBLIC INFORMATION

- A. PROVIDER acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- B. Upon A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- C. PROVIDER acknowledges that A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

12. TEXAS FAMILY CODE SECTION 231.006

Ineligibility to Receive State Grants or Loans, or Receive Bids or Payments on State Contracts:

- 12.1 A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
 - (1) receive payments from state funds under a contract to provide property, materials, or services; or
 - (2) receive a state-funded grant or loan.
- 12.2 A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - (1) all arrearages have been paid; or
 - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 12.3 Pursuant to Section 231.006 (c), Family Code, quote should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the quote. Vendors that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name & Social Security number for each person. Otherwise this information must be provided prior to contract award.
- 12.4 "Pursuant to Section 231.006, Family Code, re: child support, the vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- 12.5 If a State Agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- 12.6 If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the State for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995.

Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used as further described herein, by the Agency, and the bidder to attempt to resolve any claim for breach of contract made by vendor:

- 13.1 The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the agency and the contractor to attempt to resolve any claim for breach of contract made by the contractor:
 - 13.1.1 A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to the President. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives the agency and the contractor otherwise entitled to notice under the parties'

contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

- 13.1.2 The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract the agency if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- 13.1.3 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the agency nor any other conduct of any representative of the agency relating to the contract shall be considered a waiver of sovereign immunity to suit.
- 13.2 The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at the Texas Register, Volume 25, Number 21, issued May 26, 2000.

14. NON-DISCRIMINATION

The Seller and its agents and employees are prohibited from engaging in or allowing any impermissible discrimination on the basis of race, religion, color, national origin, age, sex, disability, genetic information or veteran status in relation to (1) the Seller's employment practices; (2) the performance of the Seller's obligations under the Agreement. In performing its obligations under the Agreement, Seller shall be subject to and shall comply with all currently effective or subsequently promulgated policies regarding non-discrimination issued by either the Agency or The Texas A&M University System.

15. INDEPENDENT VENDOR STATUS

Seller agrees that Seller and Seller's employees and agents have no employer-employee relationship with the Agency. The Agency shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the Agency furnish any medical or retirement benefits or any paid vacation or sick leave.

Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under this Agreement. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of the Agency. Should Contractor subcontract any of the services required in this Agreement, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the Agency is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement.

16. TERMINATION

16.1 Convenience

The Agency may, in its sole discretion, terminate this Agreement upon thirty (30) days' written notice to Contractor. Such notice may be provided by facsimile or certified mail return receipt requested and is effective upon Contractor's receipt. In the event of such termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Agency shall be liable only for payments for any goods or services ordered from the Contractor before the termination date.

16.2 Cause/Default

In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, the Agency may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the Agency.

16.3 Rights upon Termination or Expiration

In the event that the Agreement is terminated for any reason, or upon its expiration, the Agency shall retain ownership of all associated work products and documentation obtained from Contractor under the Agreement. Further, the Agency and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Texas Government Code, Chapter 2260. No later than the first calendar day after the termination of this Agreement, or at the Agency request, Contractor shall deliver to the Agency all completed, or partially completed, work and any and all documentation or other products and results of these services.

17. SEVERABILITY CLAUSE

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

18. FORCE MAJEURE

Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

19. NO WAIVER

Nothing in this Agreement shall be construed as a waiver of the state's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The Agency does not waive any privileges, rights, defenses, or immunities available to the Agency by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement.

20. ABANDONMENT OR DEFAULT

If the contractor defaults on the Agreement, the Agency reserves the right to cancel the Agreement without notice and either re-solicit or re-award the Agreement to the next best responsive and responsible respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to the Agency including but not limited to re-procurement costs, and any consequential damages to the State of Texas or the Agency resulting from Contractor's non-performance. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

21. EXPORT CONTROL

Vendor agrees to comply with all applicable US Export Control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITAR) and any other applicable US export laws and regulations. As an institution of higher learning, THE AGENCY typically does not take receipt of export-controlled goods, technical data, services or technology ("Materials") except as may be specifically agreed by the Agency. **Vendor agrees that it will not provide or make accessible to the Agency any export-controlled materials without first informing the Agency of the export-controlled nature to the Materials and obtaining from the Agency its written consent to accept such Materials as well as any specific instructions for delivering controlled Materials to the Agency.** Vendor agrees to obtain government approval or export license if required from the appropriate US Government agency and to share that information with the Agency prior to delivery of such Materials. In the event that any purchased item is export controlled under the U.S. Export Control Regulations, Vendor shall provide the Agency with the export control classification and failure to do so may result in the cancellation of the respective purchase order or agreement.

22. INFORMATION SECURITY

Pursuant to Title 1, Chapter 202, §202.77 of the Texas Administrative Code, Vendor hereby acknowledges responsibility to comply with all applicable the Agency policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by the Agency. For purposes of this section concerning Vendor Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the Texas Education Code); and medical records. Mission Critical Information is information that is defined by the Agency to be essential to the continued performance of the mission of the Agency, the unavailability of which would result in consequences to the Agency. In the event Vendor should obtain or be granted access to Confidential and/or Mission Critical Information of the Agency, Vendor will keep and protect the Agency information confidential to no less than the same degree of care as required by the Agency policies, rules and procedures. At the expiration or early termination of this Agreement, Vendor agrees to return all the Agency information or agrees to provide adequate certification that the the Agency information has been destroyed. Vendor, its employees, agents, Vendors, and subcontractors shall use the Agency information solely in connection with performance by Vendor of the services provided to the Agency pursuant to this Agreement, and for no other purpose. Should Vendor, its employees, agents, contractors, or subcontractors acquire other Agency information during the course of this Agreement, it shall not be used for Vendor's own purposes or divulged to third parties. Vendor shall comply with all terms and conditions of any the Agency non-disclosure agreement applicable to this Agreement. Both parties shall each provide contact information for specific individuals. The designated contact for the Agency is listed on the front of this purchase order. Should the designated contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should Vedor have a need to access the

Agency information, that request shall be directed to the Agency designated contact. Further, Vendor is responsible for reporting all security breaches directly to the Agency.

23. SUSTAINABILITY

The Agency is committed to campus sustainability initiatives. Support of these initiatives necessarily includes the purchase of goods and services that minimize the impact on the environment to the greatest extent possible. The Agency requests Vendor's assistance in campus sustainability initiatives by informing in any bid response, or other discussions, of Vendor's sustainability practices or environmentally sustainable product offerings. For example, alternative products available from VENDOR which may be recyclable or reusable, end of life (obsolescence) return of equipment to Vendor, energy-saving devices, return to Vendor

24. DECEPTIVE TRADE PRACTICES UNLAWFUL

Pursuant to Section 17.46(b)(27) of the Texas Government Code, it is unlawful to take advantage of a disaster declared by the governor under Chapter 418 of the Texas Government Code by selling or leasing at, or making a demand for, an exorbitant or excessive price for fuel, food, medicine or another necessity.

FEDERALLY FUNDED PURCHASES

The Vendor shall comply with all federal regulations relating to the performance of services or deliverables provided for in this Purchase Order. In addition, Vendor agrees to flow-down all applicable clauses to lower-tier Vendors.

FEDERAL REQUIREMENTS ON ALL PURCHASES

- Security Requirements (applicable if access to classified material is involved) FAR 52.204-2
- Equal Employment Opportunity - Executive Order 11246 as amended by Executive Order 11375 and supplemented by 41CFR part 60
- Copeland Anti-kickback Act (for construction and repair 18 USC 874 as supplemented by Department of Labor regulations 29 CFR part 3
- Davis-Bacon Act, as amended 40 USC 276a to a-7 and supplemented by Department of Labor regulations 29 CFR part 5
- Contract Work Hours and Safety Standards Act 40 USC 327-333 and supplemented by Department of Labor regulations 29 CFR part 5.
- Rights to Inventions Made under a Contract or Agreement - 37 CFR part 401
- Preference for Privately Owned U.S.-Flag Commercial Vessels - FAR 52.247-64
- Hazardous Material Identification and Material Safety Data policy (when applicable) FAR 52.223-3
- Filing of Patent Applications – Classified Subject Matter FAR 52.227-10
- Patents Rights – Ownership by Vendor and Government FAR 52.227-11 and 52.227.13
- Rights in Data – General FAR 52.227-14
- Authorization and Consent Patents and Copyrights 52.227-1
- Notice and Assistance Regarding Patent and Copyright Infringements FAR 52.227.2
- Buy American Act – Supplies FAR 52.225-3
- Government Property FAR 52.245-5
- Notice of Radioactive Materials FAR 52.223-7
- Privacy Act FAR 52.224-2

FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$2,500

- Restrictions on Certain Foreign Purchases FAR 52.225-13
- McNamara –O'Hara Service Contracts Act 41 U.S.C. 351 *et seq.*

FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$10,000

- Prohibition of Segregated Facilities FAR 52.222-21
- Equal Opportunity FAR 52.222-26
- Affirmative Action for Workers with Disabilities FAR 52.222-36
- Walsh-Healy Public Contracts Act FAR 52.222.20

FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$25,000

- Affirmative Action for Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-35
- Employment Reports on Special Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-37
- Debarment and Suspension Executive Orders 12549 and 12689

FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$100,000

- Anti-kickback procedures FAR 52.203-7
- Restrictions on Vendor Sales to the Government FAR 52-203.6
- Audit and Records Negotiation (if document was entered by negotiation) FAR 52.215.2
- Integrity of Unit Prices FAR 52.215-14
- Contract Work Hours and Safety Standards Act FAR 52.222-4
- Clean Air and Water FAR 52.223-2
- Clean Air Act (42 U.S.C. 7401 *et seq.*)
- Federal Water Pollution Control Act 33 U.S.C. 1251, *et seq.*

- Drug-Free Workplace FAR 52.223-6
- Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- Utilization of Small Business Concerns FAR 52.219-8
- Preference for US Flag Carriers FAR 52.247-63
- Toxic Chemical Release Reporting 52.223-14

FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$500,000

- Cost Accounting Standards – Educational Institutions FAR 52.230-5
- Administration of Cost Accounting Standards FAR 52.230-6
- Vendor Cost or Pricing Data – Modifications FAR 52.215-13

FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$650,000

- Small Business and Small Disadvantaged Business Subcontracting Plans FAR 52.219-9
- Liquidated Damages – Subcontracting Plan FAR 52.219-16

AFFIRMATIVE ACTION

- The Vendor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Vendor agrees to adhere to the principles set forth in Executive Orders 13672 and 11375, Section 503 of the Rehabilitation Act of 1973, and USC 2012 (Disabled Veterans and Veterans of the Vietnam Era), and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, and to discuss with THE AGENCY the policies and practices relating to the Vendor's Affirmative Action program.

FEDERAL EQUAL OPPORTUNITY

- The Vendor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Vendors to employ and advance in employment qualified individuals with disabilities.

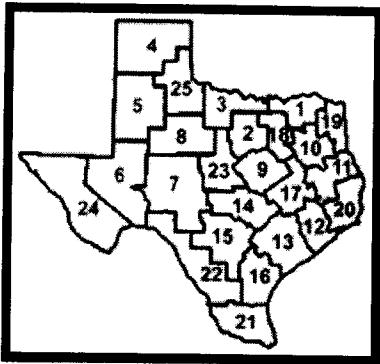
TEXAS HIGHWAY DISTRICTS

Iteron Systems is applying for district #12

Glenn Hegar
Texas Comptroller of Public Accounts

Highway Districts

The State of Texas is divided into 25 highway districts which include designated counties. Select highway districts where your company can provide products and/or services.



District 12

Texas counties are divided into 25 geographic highway districts as follows:

Highway District Number	Counties
District 01	Delta, Fannin, Franklin, Grayson, Hopkins, Hunt, Lamar, Rains, Red River
District 02	Erath, Hood, Jack, Johnson, Palo Pinto, Parker, Somervell, Tarrant, Wise
District 03	Archer, Baylor, Clay, Cooke, Montague, Throckmorton, Wichita, Wilbarger, Young
District 04	Armstrong, Carson, Dallam, Deaf Smith, Gray, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Potter, Randall, Roberts, Sherman
District 05	Bailey, Castro, Cochran, Crosby, Dawson, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Parmer, Swisher, Terry, Yoakum
District 06	Andrews, Crane, Ector, Loving, Martin, Midland, Pecos, Reeves, Terrell, Upton, Ward, Winkler
District 07	Coke, Concho, Crockett, Edwards, Glasscock, Irion, Kimble, Menard, Reagan, Real, Runnels, Schleicher, Sterling, Sutton, Tom Green
District 08	Borden, Callahan, Fisher, Haskell, Howard, Jones, Kent, Mitchell, Nolan, Scurry, Shackelford, Stonewall, Taylor

District 09	Bell, Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan
District 10	Anderson, Cherokee, Gregg, Henderson, Rusk, Smith, Van Zandt, Wood
District 11	Angelina, Houston, Nacogdoches, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity
District 12	Brazoria, Fort Bend, Galveston, Harris, Montgomery, Waller
District 13	Austin, Calhoun, Colorado, De Witt, Fayette, Gonzales, Jackson, Lavaca, Matagorda, Victoria, Wharton
District 14	Bastrop, Blanco, Burnet, Caldwell, Gillespie, Hays, Lee, Llano, Mason, Travis, Williamson
District 15	Atacosa, Bandera, Bexar, Comal, Frio, Guadalupe, Kendall, Kerr, McMullen, Medina, Uvalde, Wilson
District 16	Aransas, Bee, Goliad, Jim Wells, Karnes, Kleberg, Live Oak, Nueces, Refugio, San Patricio
District 17	Brazos, Burleson, Freestone, Grimes, Leon, Madison, Mills, Robertson, Walker, Washington
District 18	Collin, Dallas, Denton, Ellis, Kaufman, Navarro, Rockwall
District 19	Bowie, Camp, Cass, Harrison, Marion, Morris, Panola, Titus, Upshur
District 20	Chambers, Hardin, Jasper, Jefferson, Liberty, Newton, Orange, Tyler
District 21	Brooks, Cameron, Hidalgo, Jim Hogg, Kenedy, Starr, Willacy, Zapata
District 22	Dimmit, Duval, Kinney, La Salle, Maverick, Val Verde, Webb, Zavala
District 23	Brown, Coleman, Comanche, Eastland, Lampasas, McCulloch, Mills, San Saba, Stephens
District 24	Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio
District 25	Briscoe, Childress, Collingsworth, Cottle, Dickens, Donley, Foard, Hall, Hardeman, King, Knox, Motley, Wheeler

TDEM INSURANCE REQUIREMENTS



The Texas A&M University System

TDEM Insurance Requirements

The Vendor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the Vendor under this Agreement. The Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Vendor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

Insurance:

Coverage

Limit

A. Worker's Compensation

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$500,000 Each Accident \$500,000 Disease/Employee \$500,000 Disease/Policy Limit

If this coverage is waived by System Risk Management, the contractor, his employees and subcontractors must sign hold harmless and indemnification agreement.

B. Automobile Liability

Owned Vehicles	\$1,000,000
Non-owned Vehicles	\$1,000,000
Hired Vehicles	\$1,000,000

C. Commercial General Liability

Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damage to rented Premises	\$ 100,000 \$ 5,000

Medical Payments

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured.

Iteron Systems currently has Texas Worker's Compensation and Commercial General Liability insurance in place and will add any coverage needed to comply with this RFP.

SCOPE OF WORK

Scope of Work – TDEM-RFP-2275 COVID-19 PCR Testing

The mission of the Texas Division of Emergency Management is charged with carrying out a comprehensive all-hazard emergency management program for the State and for assisting cities, counties, and state agencies in planning and implementing their emergency management programs.

About COVID-19

COVID-19 is a new virus that was first discovered in 2019. While some persons infected with COVID-19 have no symptoms, others (particularly older adults and persons with chronic medical conditions) can become seriously ill. The next phase of epidemic control to suppress COVID-19 requires three actions: containment, social distancing, and protecting vulnerable populations. Containment will require the establishment of widespread COVID-19 testing, particularly among people who are at high risk for acquiring or transmitting the infection.

A positive PCR test means that the person being tested has an active COVID-19 infection. A positive antibody test means that the person being tested was infected with COVID-19 in the past and that their immune system developed antibodies to try to fight it off

Purpose of this RFP

COVID-19 testing is available on a limited basis through providers in Texas. However, existing test sites do not reach all people for whom testing might be beneficial. As COVID-19 case counts fall, Texas seeks to:

- Identify people in populations with limited access to health care who might otherwise not be tested and who: (1) have high risk of serious infection or who have contacts that are vulnerable to serious infection, or (2) live or spend time in settings with elevated risk of disease transmission (e.g. congregate settings); and
- Identify COVID-19 cases more quickly so that contact tracing can stop the chain of transmission

ABOUT THE COVID-19 TESTING PROGRAM

- This RFP may result in multiple awards.
- Orders for services will be placed on an as needed basis. There is no guarantee of a specific number of tests being requested and there is no minimum of tests per day. The testing program must be in place no later than August 1, 2020 through August 31, 2021 with the option to renew for three additional years.

Scope of Work – TDEM-RFP-2275 COVID-19 PCR Testing

- Ability to provide service at statewide locations as directed by the state is preferred. Vendors shall inform TDEM of any limitations concerning site locations they are available to operate from. All areas of Texas must have coverage. Attached is a map of highway districts. Please use this map to prepare your response.
- Vendors shall inform TDEM of their maximum availability/capacity in terms of how many test sites they can operate simultaneously and how many tests they can perform per day at each site.

Required services

TDEM is seeking proposals from qualified suppliers to implement a complete turnkey COVID-19 Testing Program. This program requires selected suppliers to:

- 1) establish test sites and provide personnel to collect and process the tests
- 2) provide COVID-19 Polymerase Chain Reaction (PCR) testing using defined criteria and approved testing methodologies; only FDA/EUA approved testing kits shall be used
- 3) Test results must be provided within 48 hours of testing (additional 24 hour allowance up to 72 hours for weather and other delays). There will be a financial penalty for late test results.
 - tests results provided between 72-96 hours shall be billed at a 50% price reduction
 - tests results are after 96 hours, shall be provided at no cost
- 4) provide test results to patients and counsel persons testing positive;
- 5) collect data and submit required reporting through Texas State Electronic Lab Reporting System
- 6) manage billing for public and private health insurance; and bill TDEM for any tests that were not covered by public or private health insurance (including Medicare and Medicaid)

Factors of successful suppliers

Providers must have experience with providing patient care, community outreach, familiarity with safety protocols. Providers must be and remain fully compliant with HIPAA/HITECH Regulations. Providers must adhere to testing criteria based on resource constraints and have experience with the use of personal protective equipment (PPE).

Establish testing sites

Scope of Work – TDEM-RFP-2275

COVID-19 PCR Testing

Providers will be expected to provide testing sites that maintains patient confidentiality and assures protection of staff and patients from COVID transmission. The site should be easily accessible to the community. Both fixed and mobile services are needed.

Hours of operation and locations for testing services may be variable and should be described in detail by the Provider. Providers must:

- Identify, establish and train a team of medical credentialed and other operational staff including an ordering physician (on-site presence is preferred but not required).
- Provider must adhere to all local, state, and federal laws, regulations and policies
- Establish infection control procedures to protect staff and individuals tested. Provider is to provide all PPE
- The times and locations will be designated by the State and coordinated with the Provider. The locations will be determined by the State based on various triggers not necessarily virus spread.
- Spanish speaking staff may be required in some areas of the state.
- Publish and disseminate location(s) and schedule for testing

Provider must supply required materials & testing services

- Purchase and maintain consistent sourcing of laboratory tests and related supplies for FDA-approved PCR tests (preferably with results returned in 24 hours or less),
- Establish agreement with a laboratory for testing services
- Purchase and maintain consistent sourcing of personal protective equipment (PPE) appropriate to the type of testing

Option 1 - On-site Testing at Designated Facility:

- PCR TESTING with Antibody Screening for all staff and/or residents as requested
- Electronic Patient Registration and results within 48 hours (24 hours preferred)
- On-staff Physician to issue orders for testing
- Sample Collection and Transport Kits
- Patient Monitoring of symptoms for 30 days post testing
- All tests results should be turned around in 48 hours through the State Electronic Lab Reporting
- Provider must follow all local, state and federal laws and regulations.
- Equipment & Supplies for daily site to include: sanitizing, food/water for workers and liability insurance (see Insurance attachment for requirements)

Scope of Work – TDEM-RFP-2275 COVID-19 PCR Testing

- Personal Protection Equipment for provider and patient (i.e. One PPE kit for each provider per day, One mask for each patient tested)
- Staffing Services – Medical assistants and an on-site Project Manager

Option 2 - Mobile Drive Thru

- PCR TESTING with Antibody Screening
- Electronic Patient Registration and results within 48 hours
- On-staff Physician to issue orders for testing
- Sample Collection and Transport Kits
- Patient Monitoring of symptoms for 30 days post testing
- All tests results should be turned around in 48 hours through the State Electronic Lab Reporting
- Provider must follow all local, state and federal laws and regulations.
- Equipment & Supplies (Tents/Permits, Tables, Chairs, Generator, Fans, Cones, Barricades, Waste Management)
- Traffic control and management, portable restrooms, daily site sanitizing, food/water for workers and liability insurance (see Insurance attachment for requirements).
- Personal protection equipment for each provider and patient
- Staffing Services - Medical assistants, Security Guard, Overnight Security, Site Director, Traffic Controllers, Project Managers

Option 3 - Walk-up Testing Site at a Public Facility

- PCR TESTING with Antibody Screening
- Electronic Patient Registration results within 48 hours (24 hours preferred)
- On-staff Physician to issue orders for testing
- Sample Collection Kit with Proprietary Transport Medium and Validation
- Patient Monitoring of symptoms for 30 days post testing
- All tests results should be turned around in 48 hours through the State Electronic Lab Reporting
- Provider must follow all local, state and federal laws and regulations.
- Equipment & Supplies to include tables, chairs, fans, waste management, daily site sanitizing, food/water for workers and liability insurance.
- Personal protection equipment for each provider and patient
- Staffing Services - Medical assistants, Security Guard, Site Director, Project Manager)

Eligibility criteria

Scope of Work – TDEM-RFP-2275 COVID-19 PCR Testing

- Must demonstrate the ability to provide services sought through this RFP
- Must demonstrate the ability to bill private and public insurance for testing; preferred
- Must have the capacity to obtain laboratory testing supplies & PPE
- Must have experience complying with patient confidentiality and HIPAA requirements
- Must have a medical doctor, nurse practitioner, physician assistant, and/or pharmacist that can order tests
- Must have identified a person or position responsible for generating invoices for services

Selection criteria

TDEM will base its selection on criteria that include, but are not limited to:

- ABILITY: Ability to realistically meet all RFP requirements, requiring minimal oversight
- BILLING: Commitment and systems proposed to bill for testing services
- COST: Proposed cost per test
- READINESS TO PROCEED QUICKLY
- VOLUME: Number of tests projected to be collected per week

Eligibility criteria

Scope of Work – TDEM-RFP-2275
COVID-19 PCR Testing

- Must demonstrate the ability to provide services sought through this RFP
- **Iteron Systems has the personal and infrastructure in place to start testing and to expand testing to many sites. We have done thousands of screening test on patients including blood glucose and blood cholesterol test. We also manage over 130 primary care physicians throughout the Greater Houston Metropolitan Area.**
- Must demonstrate the ability to bill private and public insurance for testing; preferred
- **We are able to bill private and public Insurers.**
- Must have the capacity to obtain laboratory testing supplies & PPE YES
- **We currently have a contract with a national laboratory testing company that is able to do Clovis-19 PCR and Antibody test. We also have a contract with a national DME company for PPE supplies.**
- Must have experience complying with patient confidentiality and HIPAA requirements YES
- **We currently operate under HIPAA policy guidelines and have a HIPAA policy in place.**
- Must have a medical doctor, nurse practitioner, physician assistant, and/or pharmacist that
- can order tests YES
- **The current medical director at Iteron Systems is a physician.**
- Must have identified a person or position responsible for generating invoices for services YES
We have a person on staff with experience with generating invoices and with medical billing.

PRICING

Iteron System is pricing this RFP# TDEM-RFP-2275 at a per test cost of \$180.00 for each COVID-19 test.